

SKATE PARK  
PARTICIPANT AGREEMENT,  
AGREEMENT TO INDEMNIFY, AND  
WAIVER AND RELEASE OF LIABILITY

In consideration of the services of the Town of Clinton, its agents, officers, employees, and representatives, (hereinafter the "Town"), I agree to the following:

1. I fully understand and acknowledge that:

(a) The Town has permitted use of the open paved area at the back of the Community Center and the wall ball court adjacent to the tennis court, located at 63 Halstead Street, as temporary skate (hereinafter the "Skate Park"). ***Skating is not permitted in the parking lot of the Community Center.***

(b) Inline skating, skateboarding, biking and related recreational activities entail both known and unanticipated risks, which could result in physical or emotional injury, paralysis, death or damage to myself, to property or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. In an effort to minimize those risks I agree to wear a protective helmet, knee pads, and elbow pads at all times that I am in the Skate Park.

(b) THE RISKS INCLUDE, BUT ARE NOT LIMITED TO:

- (1) Nature of the activity.
- (2) Latent or apparent defects or conditions in equipment or property supplied by the Town or other persons or entity.
- (3) Use of property by myself, others or equipment supplied by the Town, or other persons or entity.
- (4) Acts of other participants in this activity, employees or agents of the Town.
- (5) My own physical condition, or own acts or omissions.
- (6) Conditions of the Town facility & surrounding grounds or terrain and accidents connected with their use.
- (7) First Aid emergency treatment or other services.

(c) Users of the Skate Park are permitted to bring ramps, tables, and grind rails (hereinafter referred to as "equipment") for use at the Skate Park. Ramps and tables shall not exceed twelve inches in height. Quarter pipes shall not exceed four feet in height. Half pipes shall not be permitted. The Skate Park equipment, is not the property of the Town nor have they been purchased, installed, or inspected by the Town. Such equipment is the property of and installed by third parties. Therefore, all participants use of such equipment is entirely at their own risk and the Town makes no representations as to its safety. Use of such equipment shall be governed by the attached Skate Park Rules. Owners of such equipment release, waive, and hold harmless the Town from all liability associated with any damage or theft of equipment brought to or stored at the Skate Park by participants and third parties.

2. I agree to abide by the Town of Clinton Skate Park Rules.

3. By my participation in these activities and/or use of equipment, I hereby assume all risks and dangers of injury, illness, or death, and all responsibility for any loss and/or damage to personal property.

4. To the fullest extent permitted by law, I on behalf of myself, my personal representatives and my heirs hereby voluntarily and expressly agree to release, waive, discharge, hold harmless, defend and indemnify the Town and its agents, officers, employees affiliates, representatives, successors or assigns from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which are in any way connected with my participation in this activity or my use of the Town's facilities, including any such claims which allege negligent acts or omissions of the Town.

5. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future associated with my use of the Skate Park and / or participation in these activities. I agree to voluntarily give up or waive any right that I may have otherwise to bring a legal action against such parties for personal injury or property damages.

6. If any portion of this release and waiver of liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provisions severed herefrom.

7. If this release is signed by me on behalf of a minor, in the event that a lawsuit is filed on behalf of such minor against the Town or its agents, officers, employees affiliates, representatives, successors or assigns, alleging that such minor has sustained any injury as a result of participation in these activities, I agree to defend and hold harmless the Town or its agents, officers, employees affiliates, representatives, successors or assigns in connection with any such litigation, including attorneys' fees, costs, and any judgments entered against the Town or its agents, officers, employees affiliates, representatives, successors or assigns in accordance with this release and waiver of liability.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THE **PARTICIPANT AGREEMENT, AGREEMENT TO INDEMNIFY, AND WAIVER AND RELEASE OF LIABILITY** DOCUMENT ON BOTH SIDES OF THIS SHEET. I HAVE READ AND UNDERSTOOD, AND I AGREE TO BE BOUND BY ITS TERMS.

By signing this release and waiver, I further acknowledge that I understand that its content and that this release cannot be modified orally.

Signature of Participant \_\_\_\_\_

Print Name: \_\_\_\_\_

Address:

Phone:

Date:

(Guardians of participants, under the age of 18, must complete this section )

I AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER AND I AM THE PARENT OR LEGAL GUARDIAN OF ANY MINOR CHILDREN IN MY PARTY.

In consideration of \_\_\_\_\_ (print minor's name) ("Minor")  
being permitted by the Town to participate in its activities and use its equipment and facilities, I  
further agree to indemnify and hold  
The Town harmless with such use or participation by Minor.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THE **PARTICIPANT AGREEMENT, AGREEMENT TO INDEMNIFY, AND WAIVER AND RELEASE OF LIABILITY** DOCUMENT ON BOTH SIDES OF THIS SHEET. I HAVE READ AND UNDERSTOOD, AND I AGREE TO BE BOUND BY ITS TERMS.

Signature of Parent or Guardian: \_\_\_\_\_

Print Name: \_\_\_\_\_

Emergency Phone Number: \_\_\_\_\_

## Skate Park Rules

1. Use of the Skate Park involves the risk of serious injury or death. Any user of this facility acknowledges the risk of injury and death, and assumes the risk of injury and death while using this facility.
2. The Skate Park may be hazardous during adverse weather conditions and it should not be used in adverse weather conditions. The Town of Clinton cannot be held liable for injuries occurring under adverse weather conditions.
3. Users of the Skate Park must have on file a copy of a waiver or release. Failure to have a signed waiver form will result in being asked to leave the park. If you're under 18, your parent or legal guardian must sign the waiver form.
4. Upon signing this waiver and release, Skate Park users will be issued a numbered sticker or badge that must be worn at all times while using the skate park. Failure to conspicuously display said sticker or badge will result in being asked to leave the skate park.
5. Parents or legal guardians are responsible for the supervision of their children under 18 years of age.
6. The Skate Park is only open from dawn to dusk. Using the Skate Park outside of the permitted hours of operation will result in penalties being issued in accordance with applicable Town Ordinances.
7. All Skate Park users must wear proper safety gear, including helmets at all times. Users must furnish their own safety equipment.
8. The Skate Park is a shared community space.. The use of the Skate Park shall be on a first-come-first serve basis. Skate Park users shall not interfere with or harass otherspermissibly using the shared space and the same shall be held true for others using the area of the Skate Park. Skate Park users shall not interfere with pedestrian traffic within the park area.
9. The Skate Park is accessible to vehicles. Skate Park users shall be cautious and aware of vehicles entering the area. The Town may place barricades to prevent vehicles from accessing the area. Skate Park Users shall not move or handle the barricades.
10. Participants are permitted to place skating equipment (i.e. ramps, rails, etc.) on the Skate Park surface subject to the following conditions:
  - a. Any Skate Park equipment stored at the Skate Park shall be stored in the old bocce ball court. The Town reserves the right to move any Skate Park equipment that interferes with use of the recreational facilities or that becomes a hazard. Owners of such equipment shall release, waive, and hold the Town harmless from any liability as a result of damage to said equipment. In the event equipment is not properly stored, the Town reserves the right to prohibit all or certain participants from using or storing equipment at the Skate Park. ***Skating equipment shall not be left on the Skate Park when not in use.***

11. No alcohol, smoking, or drugs permitted.
12. No horseplay, violence, profane language, etc. allowed in the park.
13. Users must use skate boards or inline skates only. All bikes are prohibited.
14. Use of Skate Park is conditioned upon compliance with all rules. You are prohibited from using this facility unless you agree to follow the rules as stated above.

**I have read, understand, and acknowledge the above. I agree to abide by all rules and policies on behalf of myself or my child, and/or to speak with my child regarding these policies. I understand that these policies are to ensure a family-friendly and safe facility for everyone to enjoy. Violations of these rules may result in being banned from the skate park.**